



MEMORANDUM

TO: MIRA Board of Directors
FROM: Donald S. Stein
DATE: June 15, 2018
RE: Notice of Regular Board Meeting

There will be a regular meeting of the Board of Directors of the Materials Innovation and Recycling Authority (MIRA) *on Thursday June 21, 2018 at 9:30 a.m. in the Board Room at 200 Corporate Place, Suite 202, Rocky Hill CT. 06067.*

- I. Pledge of Allegiance
- II. Public Comment – A ½ hour public portion will be held and the Board will accept written testimony and allow individuals to speak for a limit of three minutes. The regular meeting will commence if there is no public input.
- III. Review and Approve –May 9, 2018 Board Meeting Minutes (*Attachment 1*).
- IV. Review and Approve- May 23, 2018 Special Board Meeting Minutes (*Attachment 2*).
- V. Finance Committee Report.
 - a. Board action will be sought for Resolution Regarding Casualty Insurance Program for FY 2019 (*Attachment 3*).
 - b. Board action will be sought for Resolution Regarding FY 2019 Projected Legal Expenditures (*Attachment 4*).
- VI. Policies and Procurement Committee Report:
 - a. Board action will be sought for Resolution Regarding Agreement for On-Call Transportation Services for Diversion of Municipal Solid Waste (*Attachment 5*).
 - b. Board action will be sought for Resolution Regarding Agreements with Class 2 Renewable Energy Credit Brokerage Firms (*Attachment 6*).
- VII. Chairman and President's Report
 - a. Attached Supplemental Information / Other Matters
- VIII. Executive Session will be held to discuss pending litigation and pending RFP responses, trade secrets, personnel matters, security matters, and feasibility estimates and evaluations including Strategic Plan updates.

TAB 1

MATERIALS INNOVATION AND RECYCLING AUTHORITY

FOUR HUNDRED AND EIGHTY THREE

MAY 9, 2018

A regular meeting of the Materials Innovation and Recycling Authority Board of Directors was held on Wednesday May 9, 2018 in the Board Room at 200 Corporate Place, Suite 202, Rocky Hill, CT 06067. Those present were:

Directors:

Chairman Don Stein
Vice-Chairman Dick Barlow
John Adams (on the Telephone)
Jim Hayden
Scott Shanley
Patricia Widlitz
Lizz Milardo (on the Telephone until 10:30am)
Bob Painter

Present from MIRA:

Tom Kirk, President
Mark Daley, Chief Financial Officer
Laurie Hunt, Director of Legal Services
Peter Egan, Director of Operations and Environmental Affairs
Tom Gaffey, Director of Recycling and Enforcement
Kanchan Arora, General Accountant/Board Administrator

Public Present:

John Pizzimenti, USA Hauling,
James Otis, Zuvic, Carr & Assoc.
Tom Swatt, Resident, Hartford CT.
Ann Catino, Esq.,

Chairman Stein called the meeting officially to order at 9:32 a.m. and said that a quorum was present.

PUBLIC PORTION

Chairman Stein said the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes. As there were no members of the public who wished to address the Board, the meeting commenced.

APPROVAL OF THE APRIL 11, 2018 BOARD MEETING MINUTES

Chairman Stein requested a motion to approve the minutes of the April 11, 2018, Board meeting. Director Shanley made the motion which was seconded by Director Widlitz. The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes. Director Barlow abstained.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow			X
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND RECOMMEND RESOLUTION REGARDING PURCHASE OF JET FUEL FOR THE SOUTH MEADOWS JET TURBINE FACILITY.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Widlitz and seconded by Director Painter.

RESOLVED: That the President is hereby authorized to execute a purchase order with Dime Oil Company, LLC for purchase of Ultra Low Sulfur No. 1 Diesel Fuel to support operation of the South Meadows Jet Turbine Facility, substantially as presented and discussed at this meeting.

Mr. Egan said this is a routine annual request to the Board to authorize the president to purchase Jet Fuel. Mr. Egan said MIRA budgeted \$775,000 to purchase Jet Fuel for Fiscal Year 2019. This resolution gives the president authorization to execute a purchase order in increments up to the budgeted amount on an as needed basis. Currently the tank is full -- 450,000 gallons of usable fuel. This fiscal year, MIRA has purchased 157,000 gallons at the cost of \$426,000.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND RECOMMEND RESOLUTION REGARDING A COOPERATIVE SERVICE AGREEMENT BETWEEN MIRA AND THE USDA ANIMAL AND PLANT HEALTH INSPECTION SERVICES/WILDLIFE SERVICES FOR BIRD CONTROL.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Barlow and seconded by Director Widlitz.

RESOLVED: That the President is hereby authorized to execute an agreement with the United States Department of Agriculture Animal and Plant Health Inspection Services - Wildlife Services, for the control of nuisance birds at the South Meadows Waste Processing Facility, substantially as presented and discussed at this meeting.

Mr. Egan said this is a routine annual contract signed with the United States Government to manage nuisance birds and other pests at the Waste Processing Facility. The plant is located right next to the airport. The Government continues to maintain their contract price at \$31,000. They have made 104 visits in the past year. The fuel cost is low and the personnel cost comes out to \$64 per hour for the individuals that come to visit the plant. MIRA is paying half of what we would pay for mileage compared to a private consultant.

Director Shanley asked if other government facilities use the same contract.

Mr. Egan said he believes the answer is yes but will look into it to confirm.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND RECOMMEND RESOLUTION REGARDING PURCHASE OF DISCRETE EMISSION REDUCTION CREDITS (DERCS).

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Barlow and seconded by Director Shanley.

RESOLVED: That the President is hereby authorized to enter into an agreement for the purchase of Discrete Emission Reduction Credits (DERCs) from Pfizer, Inc. to ensure

compliance with nitrogen oxide (NOx) emissions limitations applicable to the South Meadow Station Jet Turbine Facility.

Mr. Egan said this resolution is regarding purchasing Discrete Emission Reduction Credits from Pfizer. Discrete Emission Reduction Credits that were created in 2017 and certified recently have a five year life, which will bring MIRA out to the end of calendar year 2022 with an adequate supply of credits to operate the Jet Turbine Facility. The DERCs were created at Pfizer’s facility in Groton, where they over-control NOx emissions. DEEP has certified the DERCs and they are now available for sale and MIRA will move ahead and purchase them. Based on our forecast, MIRA is one credit short for calendar year 2022; we expect we will obtain the additional DERC from the Bridgeport Harbor Station and PSEG. They have credits available but haven’t provided us a price yet. MIRA expects that in the next couple of weeks we may purchase a few additional DERCs from PSEG. The price we will pay Pfizer is \$3,000 per credit for non-ozone season DERCs and \$3,500 per credit for ozone season DERCs. The price is reasonable, and we have funds in the budget for this purpose.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND RECOMMEND RESOLUTION REGARDING AN AGREEMENT FOR METALS RECOVERY AND MAREKTING SERVICES.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Barlow and seconded by Director Shanley.

RESOLVED: The President is authorized to enter into an agreement with wTe Recycling, Inc., for the transportation, processing and marketing of municipal solid waste pre-and-post-combustion ferrous and maintenance scrap metals generated at the CSWS South Meadows Resource Recovery Facility, substantially as presented and discussed at this meeting.

Mr. Egan informed the Board that this resolution is in regard to the contract we have to manage about 19,000 tons of ferrous metal that we pull out of the Waste Processing Facility and send to wTe in Greenfield Massachusetts. MIRA just finalized an agreement with them in principal. Historically, we have from time to time issued a solicitation for the management of this material. Because the ferrous metal is entrained with a large amount of garbage -- about 35% -- typical scrap yards don't want it or don't have an environmental permit to take it. wTe in Greenfield, Massachusetts has the permit to do so. We have been working with them for 20 plus years, however our current contract expires in June 2018 and this resolution will authorize us to renew it for a potential three year term. The first year is guaranteed and gives them everything we generate, and then it's our option if we plan to continue with them for year two or three. The terms and conditions are essentially the same as we have had in place for the last contract term except that one revision has been added, which is to pay wTe funds to help them defray the cost of managing an enforcement action that has been brought against them from US EPA Region 1, associated with emitting volatile organic compounds from the processing of our materials in Greenfield.

Mr. Egan stated that wTe has asked MIRA to contribute \$275,000 to help them defray this cost over the next three years. MIRA has proposed to pay 36 equal installments totaling \$275,000; however, if MIRA terminates the contract early, we will pay the balance remaining at that time to wTe in a lump sum. Mr. Egan said he believes this is the best alternative for the organization; it will allow us to continue to manage our ferrous metals, and continue to receive revenue. EPA is only going to allow wTe to operate in this manner for three more years.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND RECOMMEND RESOLUTION REGARDING COMMERCIAL & INDUSTRIAL REAL ESTATES SERVICES.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Barlow and seconded by Director Hayden.

RESOLVED: That the President is hereby authorized to enter into contracts with the following firms for Commercial and Industrial Real Estate Services, substantially as discussed and presented at this meeting:

- Kerin & Fazio, LLC
- MR Valuation Consulting LLC
- Vimini Valuation Services, LLC

Mr. Egan said every three years MIRA solicits qualifications for professional and technical services as necessary. This service could be commercial, industrial real estate services such as appraisals, or brokerage services to lease or sell property, or similar services. We received four responses and we are proposing to contract with three companies (the fourth company doesn't specialize in MIRA-type facilities or properties. It's important that MIRA have three real estate companies available in case, for example, MIRA needs two appraisals and one of the companies is conflicted.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND APPROVE DRAFT RESOLUTION INCREASING FY 2018 AUTHORIZED DISTRIBUTIONS TO THE TIP FEE STABILIZATION FUND.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Shanley and seconded by Director Hayden.

WHEREAS: The Materials Innovation and Recycling Authority (“Authority”) has previously adopted its Fiscal Year 2018 Property Division Operating and Capital Budgets; and

WHEREAS: Pursuant to the resolution adopting such budgets, the Authority authorized a maximum of five million dollars (\$5,000,000) in Property Division receipts for the periods ending July 31, 2017 through June 30, 2018 to be transferred to the Authority’s Tip Fee Stabilization Fund; and

WHEREAS: Pursuant to a subsequent resolution adopted by the Authority at its February 15, 2018 meeting, such maximum distribution of Property Division receipts to the Tip Fee Stabilization Fund was increased from five million dollars (\$5,000,000) to seven million dollars (\$7,000,000); and

WHEREAS: Effective with the disbursement of receipts for the period ending March 31, 2018 the Authority has transferred six million, seven hundred seventy two thousand, seven hundred and ninety seven dollars (\$6,772,797) to the Tip Fee Stabilization Fund, and the Authority will reach such seven million dollar maximum with the pending distribution of receipts for the period ending April 30, 2018; and

WHEREAS: The Authority anticipates the need to transfer additional Property Division receipts to the Tip Fee Stabilization Fund to support the CSWS Cost of Operation during Fiscal Year 2018.

NOW THEREFORE, be it

RESOLVED: That effective with the disbursement of Property Division receipts for the periods ending April 30, 2018 through June 30, 2018 the maximum distribution of Property Division receipts is increased from seven million dollars (\$7,000,000) to nine million, nine hundred sixty nine thousand, two hundred and sixty five dollars (\$9,969,265) which sum represents the full FY 2018 budgeted distribution of receipts to the Tip Fee Stabilization Fund.

Mr. Daley said when the Board adopted the budget for fiscal year 2018 for Property Division it included just under \$10 million in distributions of Property Division income to the Tip Fee Stabilization Fund. The Property Division budget resolution also included authorized distributions of \$5 million, which could not be exceeded without further Board approval. In February, MIRA asked the Board to increase the cap from \$5 million to \$7 million. At that time, MIRA was reporting surplus CSWS operating income of about \$.75 million and wanted to see how the winter played out before potentially asking for another increase.

Since then, MIRA has had some significant challenges in the plant, including poor performance of the boilers and issues with turbine 5, and the surplus now has turned into a \$1.1 million deficit in CSWS income. Mr. Daley said this resolution will increase the cap to the full budgeted amount of \$9.7 million.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

CHAIRMAN’S AND PRESIDENT’S REPORTS

Mr. Kirk said all of MIRA’s facilities operated throughout the reporting period without environmental, public safety, or health impacts. Reporting results through March 31, 2018, Mr. Kirk said our operating revenue was \$4.2 million, about 20% under budget. Year to date our revenue is 4% below budget. Mr. Kirk said the total operating expense was 3% unfavorable to the budget at \$4.3 million. He said MIRA’s operating income year to date is \$2.71 million, which is \$1 million unfavorable to the budget.

Our production challenges continue to revolve around pressure parts, equipment failure and backend problems, which are all age-related issues. He said the total boiler outages were 422 hours, that’s 17.5 boiler days primarily main steam stop issue, age-related issues and the risk of dealing with causalities. The steam stop repair was made and boilers have run well since then. There is sufficient fuel to operate the plant. We did divert waste for two days due to our turbine problem.

Mr. Kirk said recycling revenues are significantly favorable to budget in March, 29% above budget due to surplus paid residue and surplus CSWS-sourced single stream deliveries. The volumes of recycling material continue to be strong. Prices are stable but low- fiber OCC, and ONP, old newspaper and cardboard. Metal sales continues to be a bright spot. MIRA received an outreach from our recycling contractor (originally FCR and now owned by Republic waste). They want to renegotiate and reconsider for the losses they are incurring due to the changes in commodity prices.

EXECUTIVE SESSION

Chairman Stein requested a motion to enter into Executive Session to discuss pending litigation, pending RFP’S, and feasibility estimates and evaluations. The motion was made by Director Shanley and seconded by Director Painter.

Chairman Stein asked the following people to join the Directors in the Executive Session:

- Tom Kirk
- Mark Daley
- Peter Egan

Laurie Hunt
Ann Catino

The motion was approved. Chairman Stein, Vice-Chairman Barlow, Director Hayden, Director Painter, Director Adams, Director Milardo, Director Widlitz, and Director Shanley, voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Pat Widlitz	X		
Scott Shanley	X		

The Executive Session began at 10:37 a.m. and concluded at 11:52 a.m. Chairman Stein noted that no votes were taken in Executive Session.

The meeting was reconvened at 11:53 a.m. The door was opened, and the Board Secretary and all members of the public were invited back in for the continuation of the public session.

ADJOURNMENT

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Hayden and seconded by Director Shanley.

The motion was approved. Chairman Stein, Vice-Chairman Barlow, Director Hayden, Director Painter, Director Adams, Director Milardo, Director Widlitz, and Director Shanley, voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Pat Widlitz	X		
Scott Shanley	X		

There being no other business to discuss, the meeting adjourned at 11:55 a.m.

Respectfully Submitted,


Kanchan Arora
General Accountant/Board Administrator

TAB 2

MATERIALS INNOVATION AND RECYCLING AUTHORITY

FOUR HUNDRED AND EIGHTY FOUR

MAY 23, 2018

A Special Telephonic meeting of the Materials Innovation and Recycling Authority Board of Directors was held on Wednesday May 23, 2018 in the Board Room at 200 Corporate Place, Suite 202, Rocky Hill, CT 06067. Those present were:

Directors:

Chairman Don Stein
Vice-Chairman Dick Barlow
John Adams
Jim Hayden
Scott Shanley
Patricia Widlitz
Lizz Milardo
Bob Painter

Present from MIRA:

Tom Kirk, President
Mark Daley, Chief Financial Officer
Laurie Hunt, Director of Legal Services
Peter Egan, Director of Operations and Environmental Affairs
Tom Gaffey, Director of Recycling and Enforcement
Thomas Edstrom, Risk Manager
Kanchan Arora, General Accountant/Board Administrator

Public Present: None

Chairman Stein called the meeting officially to order at 9:33 a.m. and said that a quorum was present.

PUBLIC PORTION

Chairman Stein said the agenda allowed for a public portion in which the Board would accept written testimony and allow individuals to speak for a limit of three minutes. As there were no members of the public who wished to address the Board, the meeting commenced.

REVIEW AND RECOMMEND RESOLUTION REGARDING MODIFICATION OF THE AUTHORITY'S PROPERTY INSURANCE POLICY.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Barlow and seconded by Director Widlitz.

RESOLVED: That the President is hereby authorized to proceed with a modification to the Authority's current property insurance policy, including without limitation, executing all

documents necessary for the extension of the current coverage, agreeing to any required amendment of such coverage, and making arrangements for payment of the extended or amended coverage, all substantially as presented and discussed in this meeting.

Mr. Kirk said our property insurance policy, which includes coverage for business interruptions or extra expense, expires on June 30, 2018. We have an upcoming claim with our Turbine 5 problem which is causing our current carrier (a consortium of four different companies) concern about renewal. It is a concern for MIRA because we have had trouble finding property carriers willing to take on MIRA's Risk. Beecher Carlson, our consultant, believes that if we push for a renewal now, our carriers may decline, leaving us without coverage. They suggested a four month extension of our current coverage, which will allow carriers time to evaluate MIRA as a customer. The Turbine claim might cost us \$860,000 to 2.3 million, depending on when we do the outage. Most of the cost is associated with diverting waste from the facility.

Mr. Kirk said we are hoping that by October, we will have substantially more information on the costs related to the turbine damage, and the carriers will be able to make a more informed decision on the renewal – or, if that doesn't work out, it will give Beecher Carlson time to find another approach. There is no guarantee the extension proposal will be accepted by the carriers; if not, then we will have to discuss it further.

Chairman Stein asked whether our claim will continue under the existing policy even though the policy expires.

Mr. Kirk said yes, it's a claims-made policy.

Chairman Stein asked whether the idea for an extension came from Beecher Carlson or from the insurance carriers.

Mr. Kirk responded that it came from Beecher Carlson.

Mr. Edstrom said Beecher Carlson representatives have been in touch with the insurance carriers. An extension is the best alternative for MIRA.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

REVIEW AND RECOMMEND RESOLUTION REGARDING AUTHORIZING THE ASSIGNMENT OF AGREEMENTS FOR WASTE TRANSPORTATION AND OPERATION AND MAINTENANCE SERVICES FOR THE TORRINGTON TRANSFER STATION.

Chairman Stein requested a motion on the above referenced item. The motion was made by Director Barlow and seconded by Director Shanley.

WHEREAS, the Materials Innovation and Recycling Authority, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut (“MIRA”), and Copes Rubbish Removal, Inc., a Connecticut corporation (“Copes”), have heretofore entered into a certain Agreement for Waste Transportation and Transfer Station Operation and Maintenance Services at the Torrington Transfer Station dated April 26, 2013 (the “Current Agreement”); and,

WHEREAS, MIRA and Copes have heretofore entered into a certain Agreement for Waste Transportation and Transfer Station Operation and Maintenance Services at the Torrington Transfer Station dated April 24, 2018 (the “New Agreement”, and collectively with the Current Agreement, the “Agreements”); and,

WHEREAS, USA Waste and Recycling, Inc., a Connecticut corporation (“USA”), Copes and Copes’ shareholders and other parties thereto have entered into a certain Asset Purchase Agreement dated as of May 8, 2018 whereby Copes is selling and USA is purchasing the solid waste collection, processing and disposal business of Copes; and

WHEREAS, Copes desires to assign the Agreements to USA and USA desires to assume the rights and obligations thereunder of future performance; and

WHEREAS, the Agreements require MIRA’s consent to the Assignments; and

WHEREAS, Copes and USA desire and request that MIRA consent to the Assignments

NOW THEREFORE, BE IT RESOLVED: The President is authorized to execute all documents necessary to assign the Current Agreement to USA Waste and Recycling, Inc., substantially as presented and discussed at this meeting; and

FURTHER RESOLVED: The President is authorized to execute all documents necessary to assign the New Agreement to USA Waste and Recycling, Inc., substantially as presented and discussed at this meeting.

Mr. Kirk said this authorizes the assignment for the new agreement between Copes Rubbish & MIRA. Copes is selling all their assets to USA Waste and Recycling Inc. MIRA’s only concern was that, if there are any outstanding liabilities related to the Torrington Transfer Station, that they wouldn’t become issues for MIRA. We have confirmed that outstanding liabilities will be handled by Copes and/or USA Waste and Recycling Inc.

Mr. Kirk added there are two agreements; one brings us to the end of the present contract year and the second begins in July 2019 for a new term of at least one year.

The motion previously made and seconded was approved unanimously by roll call. Chairman Stein, Vice-chairman Barlow, Director Hayden, Director Adams, Director Painter, Director Widlitz, Director Milardo and Director Shanley voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Scott Shanley	X		
Pat Widlitz	X		

EXECUTIVE SESSION

Chairman Stein requested a motion to enter into Executive Session to discuss trade secrets, security matters and feasibility estimates and evaluations. The motion was made by Director Shanley and seconded by Director Adams.

Chairman Stein asked the following people to join the Directors in the Executive Session:

- Tom Kirk
- Mark Daley
- Peter Egan
- Laurie Hunt

The motion was approved. Chairman Stein, Vice-Chairman Barlow, Director Hayden, Director Painter, Director Adams, Director Milardo, Director Widlitz, and Director Shanley, voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Pat Widlitz	X		
Scott Shanley	X		

The Executive Session began at 9:45a.m. and concluded at 10:12 a.m. Chairman Stein noted that no votes were taken in Executive Session.

The meeting was reconvened at 10:13 a.m. The door was opened, and the Board Secretary and all members of the public were invited back in for the continuation of the public session.

ADJOURNMENT

Chairman Stein requested a motion on the above-referenced item. The motion was made by Director Barlow and seconded by Director Painter.

The motion was approved. Chairman Stein, Vice-Chairman Barlow, Director Hayden, Director Painter, Director Adams, Director Milardo, Director Widlitz, and Director Shanley, voted yes.

Directors	Aye	Nay	Abstain
Chairman Stein	X		
Vice-Chairman Barlow	X		
John Adams	X		
Jim Hayden	X		
Lizz Milardo	X		
Bob Painter	X		
Pat Widlitz	X		
Scott Shanley	X		

There being no other business to discuss, the meeting adjourned at 10:14 a.m.

Respectfully Submitted,


Kanchan Arora
General Accountant/Board Administrator

TAB 3

**RESOLUTION REGARDING CASUALTY INSURANCE PROGRAM
FOR FY 2019**

WHEREAS, MIRA purchases the insurance coverages for Auto, General Liability, Property, Public Officials, Umbrella Liability, and Workers Compensation annually in June for the upcoming fiscal year; and

WHEREAS, the Property insurance coverage for the next fiscal year is being reviewed and will be addressed at a subsequent Board of Directors' meeting.

NOW THEREFORE, be it

RESOLVED: That MIRA purchase the insurance coverages for Auto, General Liability, Public Officials, Umbrella Liability, and Workers Compensation according to the recommended options from its broker Beecher Carlson as presented and discussed in this meeting; and

FURTHER RESOLVED: That MIRA finance its casualty insurance renewal premiums over a ten month period through Premium Assignment Corporation at the financing rate of 2.79%; and

FURTHER RESOLVED: That MIRA will finance its property insurance renewal premiums in October once the extension period expires.

Discussion of Insurance renewal

Background & Process

MIRA is currently working with its insurance broker, Beecher Carlson, to renew insurance coverage for Automobile Liability, Commercial General Liability, Public Officials Umbrella Liability, and Workers Compensation on July 1st. Property renewal is still pending resolution of the turbine issue. The quotes, options and draft were presented at the June 6th Finance Committee meeting. The renewal decision needs to be reached by June 30th.

Currently there is one open claim that affects the property renewal.

Structuring and Marketing Summary

MIRA and Beecher Carlson began renewal discussions in January of this year. The discussions were focused on keeping the premium in line with what MIRA is currently paying, while keeping the same level of coverage.

The insurance renewal process began when the broker reached out to a number of domestic and foreign carriers, to solicit quotes for the expiring lines of coverage. The outreach included both new and current carriers. Several of the carriers responded with quotes, however, a few declined due to MIRA's type of business. Currently the domestic market appears to be more favorable.

At this point the overall premium indication points to a 3-5% increase.

Renewal Proposal

The insurance carriers recommended by Beecher Carlson and the renewal premiums to be approved are shown on page 25 in the renewal proposal attachment.

The finance of the premium will be done thorough Premium Assignment Corporation at a rate of 2.79%.

BEECHER CARLSON

PASSION. INNOVATION. ACCOUNTABILITY.



MATERIALS INNOVATION AND RECYCLING AUTHORITY

RENEWAL PROPOSAL

Effective July 1, 2018 to July 1, 2019

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MARKETING SUMMARY

PROPERTY

Carrier	A.M. Best Rating	Admitted	Incumbent	Results
AEGIS	A, VII	No	No	Submitted
AIG- National Union Ins. Co.	A, XV	Yes	No	Submitted
Aspen Specialty Ins. Co.	A, XV	No	No	Submitted
Berkshire Hathaway	A++, XV	No	No	Submitted
Hartford Steam Boiler	A++, XV	No	No	Declined, Fire Protection Concerns
HDI Gerling America Ins. Co.	A, XV	No	No	Submitted
Ironshore Specialty Ins. Co.	A, XIV	No	Yes, 10%	Extending policy to 10/28/2018
FM Global	A+ XV	Yes	No	Declined, Fire Protection Concerns
Liberty Mutual Insurance Co.	A, XV	Yes	No	Submitted
Munich RE American Corp.	A++, XV	No	No	Submitted
Navigators	A, XII	No	No	Declined, Not within appetite
Price Forbes (London Markets)	A, XV	No	No	Submitted
Starr Tech-ACE American Ins. Co	A, XIV	Yes	Yes, 20%	Extending policy to 10/28/2018
Swiss RE America Holding Co.	A+ XV	Yes	Yes, 20%	Extending policy to 10/28/2018
XL Insurance America Ins. Co.	AU, XV	No	No	Submitted
Zurich American Insurance Co.	A+, XV	Yes	Yes, 50%	Extending policy to 10/28/2018

CASUALTY

Carrier	A.M. Best Rating	Admitted	Incumbent	Results
Arch	A+, XV	Yes	No	Declined, unable to provide Workers Comp
Chubb/ACE	A+, XV	Yes	No	Declined, not competitive
Liberty Mutual	A, XV	Yes	Yes	Quoted
AIG				Declined, minimum premium
Zurich	A+, XV	Yes	No	Declined, not within appetite



If the previous table indicates coverage is placed with a Non-Admitted Carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier nor do they participate in any insurance guarantee fund applicable in that state.

Best Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Supervision
B++, B+	Very Good	C, C	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories

(In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to	1,000	FSC IX	250,000	to	500,000	
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	or more	
FSC VIII	100,000	to	250,000				

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages. Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Beecher Carlson uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Beecher Carlson makes no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

GENERAL INFORMATION

Named Insured: Materials Innovation & Recycling Authority

Mailing Address: 200 Corporate Place, Suite 202, Rocky Hill, CT 06067

Term: All Coverage to be effective on an annual basis,
Effective from July 1st, 2018 12:01 AM Eastern Standard Time

Description/Operations: In 1973, the Connecticut Resources Recovery Authority ("CRRRA") was created to develop economically sound, environmentally responsible solutions for managing the state's solid waste. CRRRA developed a network of resource recovery & related facilities with the state of Connecticut to move away from the process of landfilling its municipal solid waste.

On June 6, 2014, Materials Innovation and Recycling Authority ("MIRA") became the successor authority to the Connecticut Resources Recovery Authority ("CRRRA"). MIRA continues to provide solid waste materials management services, with a focus on the development of additional resource recovery, recycling, and processing enterprises on property owned by the Authority and the attendant redevelopment of the Connecticut Solid Waste System.

The Connecticut Solid Waste System (CSWS) provides solid waste disposal services to 51 municipalities in the State and is one of the primary operating divisions within the Authority.

Property & land is owned in Bridgeport, Ellington, Hartford, Essex, Shelton, Torrington, Waterbury and Watertown, CT.

For more information see website at: <http://www.ctmira.org/>

MIRA's Projects & Divisions:

- ▶ Authority General Fund
- ▶ Connecticut Solid Waste System
- ▶ Mid Connecticut Project
- ▶ Southeast Project
- ▶ Authority's Property Division
- ▶ Authority's Landfill Division
- ▶ Recycling Division

MIRA's Portfolio Includes:

- ▶ Waste Processing Plant
- ▶ Power Block/Energy Generating Facility
- ▶ Jet Turbine Facility
- ▶ 1 MW Solar Facility
- ▶ Recycling Centers
- ▶ Transfer Stations/Scale house

SCHEDULE OF LOCATIONS

	Occupancy	Address	City	Zip
1	Headquarters - Office	200 Corporate Place, Suite # 202	Rocky Hill	06067
2	Scale house/Scales Transfer Station Trailer Transfer Station Building Garage Truck Wash Transfer Station Maintenance, Water Treatment Scale house/Scales Truck Wash	866 River Road	Shelton	06484
3	Control Building Gas Flare/Oxidizer Standby Generator Solar PV EGF Combined Paper/Container Facility	180 East Service Rd	Hartford	06120
4	Offices Scale house/Scales Scale house/Scales	211 Murphy Rd	Hartford	06114
5	Transfer Station Thermal Oxidizer & Controls for LF Gas	140 & 217 Sadds Mill Rd	Ellington	06029
6	Transfer Station Scale house/Scales Transfer Station	118 Old Dump Rd	Torrington	06790
7	Scale house/Scales Recycling Transfer Station Power Block Facility (EBF) Ash Load out Building Scale house/Scales	10 Dump Rd	Essex	06426
8	Twin Packs – 2 Spare turbines Jet Fuel Tank Energy Generating Facility Truck Wash Barge Unloader Transfer Station	1 Reserve - Gate 20-40	Hartford	06114
9	Recycling Transfer Station Scale house	1601 Echo Lake Rd	Watertown	06795
10	Warehouse Waste Processing Facility	171 Murphy Rd	Hartford	06114
11	Scale house Admin Building Mobile Equipment	300 Maxim Rd - Gate 70	Hartford	06114

DESCRIPTION OF MAIN FACILITIES

Power Block Facility/Energy Generating Facility (Mid Connecticut Project)

1 Reserve Road Gate 20-40, Hartford, CT 06114

The facility is operated as a base loaded facility. The primary fuel for the boilers is Refuse Derived Fuel (RDF) which is processed at the Waste Processing Facility and transported by conveyors. The facility is designed to process 2000 tons per day with an electric generation of 68.5 megawatts. The boilers are also capable of burning coal; however the coal supply at the burners has been disconnected. No coal has been burned for several years. The steam from the boilers is directed to a common header, which supplies two steam turbine generators.

Mid-Connecticut Project – Waste Processing Facility

300 Maxim Road, Gate 70, Hartford, CT 06114

The facility processes Municipal Solid Waste (MSW). The facility was designed by Combustion Engineering and was placed into operation in 1987. The facility has two processing lines designed to process 100 tons per hour each, with a design average capacity of 3300 tons per day.

The waste is brought in by truck through a scale house. The trucks are unloaded onto a tipping floor and the MSW is moved to a conveyor by a large front end loader. There are two conveyors that move the waste through crane operated picking stations. The crane operators remove large metal debris, bulky items, long string type waste that could wrap on the conveyor rollers, and pressurized tanks such as propane tanks. The waste is conveyed from the picking station into the primary shredder (flail type). The waste from the shredder is transported by conveyor through a magnetic separator. The ferrous materials are loaded on a truck and transported out to another processing facility. The nonferrous waste is then sent through a series of trommels to size the material. The oversized waste is then sent through a secondary shredder (Hammer Mill type). The waste is transported by conveyor to a Refuse Derived Fuel (RDF) Storage area. The RDF is loaded onto two conveyors, with front-end loaders, which transport the RDF to the Power Block Facility.

The facility has the capacity to store approximately 5000 tons of MSW and 5000 tons of RDF.

Mid-Connecticut Project – Jet Turbine Facility

1 Reserve Road, Gate 20-40 Hartford, CT 06114

The Jet Turbine Facility is now owned by the Materials Innovation and Recycling Authority (MIRA), formerly Connecticut Resource Recovery Authority (CRRRA). The site was purchased by CRRRA in 2001. NAES was contracted for the operations and maintenance of the facility. The contract with Northeast Generation Services, Inc. expired in 2012.

The Jet Turbine facility is operated as a peaking plant and is used for black start capability to the Northfield Mountain pumped storage facility. In the event of a regional black-out event the Story Brook facility is the first unit to come on line to restore power to the 1000MW Northfield Mountain facility. The Story Brook facility will provide the balance on the electrical system needed to bring the Northfield Mountain on line. In the event the Story Brook facility is not able to come on line, the Jet Turbine facility is called to start the system. The Jet turbine facility is located on the same site as the Mid-Connecticut Project Power Block/Energy Generating facility which generates electrical power from Municipal Solid Waste.

The Jet Turbine facility is located near the intersection of Reserve and Maxim Roads, in Hartford Connecticut. The facility produces electricity for sale. The facility has eight Pratt & Whitney turbine engines Model FT4A-9 burning exclusively jet fuel (No.2 Oil). The turbines are identified as Units 11A and 11B, 12A and 12B, 13A and 13B and Units 14A and 14B. . Each turbine has a maximum through put of 1900 gallons of jet fuel per hour. There are two turbines coupled to a generator making twin pack combustion turbine generators. Each turbine engine has its own stack. There are no emission control devices or emission monitoring equipment associated with the units. The plant was put in to commercial service in 1972. The plant currently operates in a peaking mode. The units operate approximately 20 hours per year.

The facility operates as a peaking station and typically is operated in the hot summer months. The unit is test fired three times per year; once for black start capability and summer and winter capacity audits.

Mid-Connecticut Project – Solar PV Energy Generating Facility
180 Service Road, Hartford, CT 06114

The Solar PV facility consisting of 3,993 panels that generate up to 1MW of electricity. The facility was built on top of a closed landfill and began commercial operations on June 17, 2014. The electricity is sold to Connecticut Power & Light. The landfill was closed in an environmentally sound manner consistent with applicable law.

ALL RISK OPERATIONAL PROPERTY

Insured: Materials Innovation & Recycling Authority and/or any owned, controlled, direct or indirect affiliated or associated company, subsidiary company or corporation or consultant, and/or any company newly created or acquired by the named insured, co-ventures of a joint venture for which the named insured is the operator and is contractually responsible to provide insurance, and/or companies in which they have an insurable interest or financial control.

Address: 200 Corporate Place, Suite 202, Rocky Hill, CT 06067

Term: **Current Term Extended to October 28, 2018**

Coverage: All Risk associated with direct physical loss or damage including boiler and machinery breakdown - all as more fully defined in the Policy Wording.

Interest: Real and Personal Property of the Insured or Property of Others in the Insured's Care, Custody or Control for which the Insured is legally liable or is contractually responsible to insure including Owned and Non-owned Stock, Improvements and Betterments, Employees Personal Effects, EDP Equipment and/or Media and/or Associated Equipment (including related Extra Expense), Mobile / Contractors Equipment, Property whilst in Inland Transit, Valuable Papers and Records, Fine Arts, Accounts Receivable and Expediting Expenses - all as more fully defined in the Policy Wording.

Limit of Liability: \$375,000,000 each and every occurrence

Per Location Schedule Provided and On File

Total Insured Values:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Real Property	\$506,156,816	\$510,115,225	1%
Business Interruption	\$16,351,344	\$21,710,086	33%
Extra Expense	\$50,110,000	\$70,786,950	38%
Total	\$572,618,160	\$602,612,261	5.05%

ALL RISK OPERATIONAL PROPERTY

Coverages	Sublimits
Flood – Annual Aggregate	\$150,000,000 Except; \$125,000,000 Swiss RE
Flood Zones A & V – Annual Aggregate	\$10,000,000 Zurich; Ironshore \$25,000,000 Starr Tech \$125,000,000 Swiss RE
Earthquake – Annual Aggregate (Excluding CA)	\$150,000,000 Except; \$125,000,000 Swiss RE
Windstorm	Included in Policy Limit
Business Interruption – CSWS & Twin Packs	\$21,710,086
Business Interruption – All Other Locations	\$1,000,000 Except; \$5,000,000 Starr Tech
Extra Expense - CSWS	\$70,786,950
Extra Expense – All Other Locations	\$1,000,000 Except; \$5,000,000 Starr Tech
Accounts Receivable	\$25,000,000
Civil or Military Authority	30 Days/5 Miles
Claims Cost Expense	\$500,000 Zurich
Contingent Business Interruption – Direct Suppliers & Receivers	\$5,000,000
Contingent Extra Expense – Direct Suppliers & Receivers	\$5,000,000
Debris Removal	\$10,000,000 Max or 25% of Physical Damage
Demolition and Increased Cost of Construction	\$50,000,000
Fine Arts	\$1,000,000
Fire Department Service Charge	\$1,000,000
EDP & Media	\$10,000,000
Errors & Omissions	\$10,000,000
Expediting Expense	\$10,000,000
Hazardous Substances – Annual Aggregate	\$1,000,000
Incidental Course of Construction	\$10,000,000
Ingress/Egress	30 Days/5 Miles
Inland Transit	\$5,000,000
Leasehold Interest	\$5,000,000
Miscellaneous Unnamed Locations – 90 Days	\$10,000,000 – Including Flood & Quake excluding high hazard Flood & Quake
Mobile Equipment	\$10,000,000
Newly Acquired Locations – 120 Days	\$5,000,000 Zurich, Ironshore \$10,000,000 Swiss RE, Starr Excluding High Hazard Flood and Quake
Off-Site Storage	\$2,000,000 Except; \$1,000,000 Zurich
Preservation of Property	Included Except; \$1,000,000 Zurich
Pollution Clean-Up & Removal/ Hazardous Substances - Annual Aggregate	\$1,000,000 Except; \$2,500,000 Starr Tech
Claims Cost Expense	Included Except; \$500,000 Zurich
Preservation of Property	Included Except; \$1,000,000 Zurich
Service Interruption – PD	\$20,000,000 Except; \$15,000,000 Swiss RE
Service Interruption – BI	\$20,000,000 Except; \$15,000,000 Swiss RE
Valuable Papers	\$10,000,000

Terms and Conditions

- ▶ All Risk Property Form - Real and Personal Property – Replacement Cost /Agreed Amount
- ▶ 90 Days' Notice of Cancellation except 10 Days for Non-Payment of Premium.
- ▶ Agreed Amount Endorsement
- ▶ 72 Hour Clause applies to Windstorm, Flood, Earthquake & Riot
- ▶ Business Interruption and Extra Expense Extended Period of Indemnity – 24 Months for CSWS
- ▶ BI: ("24 months; however, if a loss occurs where the Period of Indemnity is greater than 12 months, Business Interruption coverage for months 1 through 12 of the indemnity period shall be sub-limited at \$21,710,086 and Business Interruption coverage for months 13 through 24 of the indemnity period shall be sub-limited at \$21,710,086)
- ▶ EE: ("24 months; however, if a loss occurs where the Period of Indemnity is greater than 12 months, Extra Expense coverage for months 1 through 12 of the indemnity period shall be sub-limited at \$70,786,950 and Extra Expense coverage for months 13 through 24 of the indemnity period shall be sub-limited at \$70,786,950.")
- ▶ Business Interruption & Extra Expense Extended Period of Indemnity–12 Months – All Other Locations
- ▶ Business Interruption to include up to a 15% Deviation
- ▶ Waiver of Transfer of Rights of Recovery Against Others Where Required by Written Contract
- ▶ LEG 2 – resulting damage from design defects and faulty workmanship or materials
- ▶ Knowledge of Occurrence
- ▶ Notice of Occurrence
- ▶ Unintentional Errors and Omissions
- ▶ Mortgagees, Loss Payees & Additional Insureds to be added as applicable
- ▶ Named Adjuster :Paul Sherman, Vericclaim, Inc., 120 Broadway St 900, New York, NY 10271

Loss Payees	Mortgagee/Loss Payee/Additional Insureds
ReCommunity Holdings II 211 Murphy Road Hartford, CT 06114 NAES Corporation 1180 NW Maple Street, Ste. 200 Issaquah, WA 98103	Operator: "Additional Insured as Their Interest May Appear" O&M Operator: "Additional Insured as Their Interest May Appear"

Deductibles:	Renewal 18-19
Direct Damage Losses	\$50,000 Except;
Electric Generating Facility (EGF)	\$250,000
Power Block Facility (PBF)	
Waste Processing Facility (WPF)	
Twin Packs – Jet Turbine Facility (JTF)	
Mobile Equipment	\$100,000
Time Element:	45 Days
Business Interruption/Extra Expense/Contingent	
Business Interruption/Contingent Extra Expense	
Service Interruption	24 Hours qualifier then applicable deductible shall apply

PROPERTY PREMIUM AND RATE COMPARISON

	2017-2018 EXPIRING				2018 – 2019 RENEWAL
Total Insured Values:	\$572,713,616				\$602,612,261
Carrier:	Zurich	Swiss Re	Starr Tech	Ironshore	
Quota Share:	50.00%	20.0%	20%	10%	
Rate:	\$0.1161	\$0.1135	\$0.1069	\$0.1091	
100% Premium:	\$665,000	\$650,000	\$612,036	\$625,000	
% Change:	-4.96%	-6.80%	-10.00%	-8.09%	
Quota Share Premium:	\$332,500	\$130,000	\$122,407	\$62,500	
Total Excluding TRIA	\$647,407				TO BE DETERMINED
Average Rate:	\$0.1130				
Rate Change:	-6.81%				
Premium Change	(\$56,513)				
CT Surplus Lines Tax	\$0	\$0	\$0	\$2,725	
Total Cost Excluding TRIA					\$649,282
Average Rate:	\$0.1182				
CT Surplus Lines Tax 4%	\$2,500				
Total cost	\$679,633				TO BE DETERMINED
% Cost change					
Estimated Pro-Rata Additional Premium:	\$223,820				
Pro-Rata Surplus Lines Tax	\$ 888				
Estimated total due for policy extension to 10/28/2018	\$224,820				

*Zurich is charging a 6.33% rate increase based on renewal values for the policy extension. All other carriers have agreed to a pro-rata additional premium based on the expiring premiums.

GENERAL LIABILITY

Term	July 1, 2018 – July 1, 2019		
Limits of Liability	General Aggregate (Other than Products/Completed Operations)		\$2,000,000
	Products/Completed Operations Aggregate		\$2,000,000
	Advertising Injury and Personal Injury Limit		\$1,000,000
	Each Occurrence Limit		\$1,000,000
	Damage to Premises Rented to You Limit		\$1,000,000
	Medical Expense Limit		\$10,000
	Per Location Aggregate		Included – No Cap
Employee Benefits Liability	Each Employee (Claims Made)		\$1,000,000
	Aggregate Limit		\$1,000,000
	Deductible Amount		\$1,000
	Retro-Active Date		08/01/1996
Rating Base	Exposure Basis	2017-2018	2018-2019
		Estimated Exposure	Estimated Exposure
Composite Rate	Per 1,000 MWH	347,000	320,000
Other Exposures	Exposure	2017-2018	2018-2019
		Estimated Exposure	Estimated Exposure
	Estimated Tonnage	650,000	641,000
	Estimated Revenues	\$60,000,000	\$55,000,000
	O&M Costs	\$14,116,213	\$13,679,653
	Payroll	\$3,091,235	\$3,224,833

Terms, Conditions & Exclusions including but not limited to:	Form #	Edition
Commercial General Liability ISO Form	CG0001	04 13
Advertisement Redefined – Definition of Occurrence to include continual or repeated exposure, series of related offenses	LC 29 08	10 11
Personal and Advertising Injury – Occurrence Redefined - Definition of Occurrence to include continual or repeated exposure, series of related offenses	LC 29 06	08 08
Amendment Non-Cumulation of Liability for Same Occurrence – Personal & Advertising Injury and Bodily Injury &/or Property Damage	LC 25 13	08 08
Premium Responsibility Endorsement	LC 99 36	02 13
Additional Insured – Owners, Lessees or Contractors – Blanket per Written Contact or Agreement Executed Prior to a Loss	CG 20 10	04 13
Amendment of Insured Contract Definition	CG 24 26	04 13
Bodily Injury to Co-Employees	LC 04 04	06 05
Bodily Injury Redefined to Include Mental Anguish, Shock, Humiliation	LC 29 09	10 11
Broadened Damage To Premises Rented to You Coverage – to Include Fire, Lightning, Explosion, Water Damage	LC 04 27	10 11

Broad Form Named Insured Endorsement 50% or More Common Ownership	LC 99 40	02 13
Composite Rate Endorsement – per 1,000 MWH (Subject to Audit)	LC 99 12	10 13
Notice of Cancellation – 90 Days Except 10 Days for Non-Payment	CG 02 24	10 93
Employee Benefits Liability (CT) \$1M/\$1M; ded \$1,000; Retro 8/1/1995	CG 27 21	04 13
Knowledge of Occurrence - Amend to "Executive Officer" or "Employee" Designated by the first Named Insured for Knowledge of a Loss	LC 99 02	02 13
Notice of Occurrence – Amend to "Executive Officer" or "Employee" Designated by the first Named Insured to give notice of a loss	LC 99 01	02 13
Professional Health Care Services By Employees Coverage	LC 04 01	10 11
Reasonable Force - Expected or Intended Injury Exclusion Does Not Apply to Reasonable Force to Protect Persons or Property	LC 04 02	10 11
Unintentional Failure to Disclose All Hazards	LC 99 -3	02 13
Waiver of Transfer of Rights of Recovery Against Others To Us –Blanket Where Required by Written Contract Executed Prior to a Loss	CG 24 04	05 09
Boats – Any Non-Owned Watercraft that is less than 75 Feet	CG 24 12	11 85
Designated Location Aggregate – All "locations" at which you are performing ongoing operations	LC 25 17	10 13
Electro Magnetic Radiation Limit Endorsement \$500k Per Occ/\$1M Agg	LC 04 57	01 15
Common Policy Conditions	IL 00 17 1	11 98
Defense in Addition to Limits		
Mandatory State Endorsements		
Subject to Audit		
Asbestos Exclusion	LC 29 08	10 11
Discrimination Exclusion	LC 21 04	06 05
Employment-Related Practices Exclusion	CG 21 47	12 07
Exclusion – Access or Disclosure of Confidential or Personal Information and Data-Related Liability – With Limited Bodily Injury Exception	CG 21 06	05 14
Exclusion – Designated Professional Services	CG 21 16	04 13
Exclusion – Failure to Supply	CG 22 50	14 13
Fungi or Bacteria Exclusion	CG 21 67	12 04
Lead Exclusion	CG 21 06	06 07
MTBE Exclusion	LC 21 65	08 07
Nuclear Energy Exclusion	IL 00 21	09 08
Polychlorinated Biphenyls (PCBs) Exclusion	LC 21 38	06 07
Radioactive Matter Exclusion	LC 21 39	06 07
Silica Exclusion	LC 21 02	06 05
Total Pollution Exclusion	CG 21 49	09 99
Cap on Certified Acts of Terrorism (If TRIA Purchased)	CG 21 70	01 15
Exclusion of Certified Act of Terrorism (If TRIA Rejected)	CG 21 73	01 15
Term, Conditions & Exclusions per policy forms		
Amendment Non-Cumulation of Liability for Same Occurrence – Personal & Advertising Injury and Bodily Injury &/or Property Damage	LC 25 13	08 08
Premium Responsibility Endorsement	LC 99 36	02 13
Additional Insured – Owners, Lessees or Contractors – Blanket per Written Contact or Agreement Executed Prior to a Loss	CG 20 10	04 13
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Unintentional Failure to Disclose All Hazards	LC 99 -3	02 13
Waiver of Transfer of Rights of Recovery Against Others To Us –Blanket Where Required by Written Contract Executed Prior to a Loss	CG 24 04	05 09
Boats – Any Non-Owned Watercraft that is less than 75 Feet	CG 24 12	11 85
Designated Location Aggregate – All "locations" at which you are performing ongoing operations	LC 25 17	10 13
Electro Magnetic Radiation Limit Endorsement \$500k Per Occ/\$1M Agg Subject to Audit	LC 04 57	01 15

General Liability Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	Liberty Mutual Ins Co	Liberty Mutual Ins Co	
A.M. Best Rating:	A XV	A XV	
Exposure: MWH	347,000,000	320,000,000	
Exposure Basis	per 1,000 MWH	per 1,000 MWH	
Rate	\$0.193	\$0.204	6%
NET Premium excl TRIA	\$67,000	\$65,280	
NET TRIA (optional)	\$1,438 REJECTED	\$1,500	
Commission to Beecher	0% (15% Netted Out)	0% (15% Netted Out)	

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

Term: July 1, 2018 – July 1, 2019

Coverage:	Symbol	Limits
Liability - Combined Single Limit	1	\$1,000,000
Medical Payments	2	\$5,000
Uninsured Motorist Limit	2	\$1,000,000
Underinsured Motorist Limit	6	Statutory Minimum
Medical Payments	6	Statutory Minimum
Personal Injury Protection	5	Basic
Hired and Non Owned Liability	Included	\$1,000,000
Hired Physical Damage		\$50,000
Comprehensive/Hired Car Physical Damage	8	ACV
Collision/Hired Car Physical Damage	8	ACV
Deductibles:		
Comprehensive	2,8	\$1,000
Collision	2,8	\$1,000

Exposure:	2017 – 2018 # Units	2018 – 2019 # Units
	15	13

Vehicle Schedule:	Veh #	Year	Make	Model	VIN/Serial #	Garaging
	1	2009	Ford	Ranger-126-Red	IFTYR15E49PA26219	Hartford, CT
	2	2006	Dodge	Ram 1500 Pick-Up	ID7HU16PX6J176628	Hartford, CT
	3	2007	Ford	Ranger-126	IFTYR15E37PA56048	Hartford, CT
	4	2008	Ford	Ranger-Sup	IFTYR15E88PA37772	Hartford, CT
	5	2008	Ford	Explorer	IFMEU73E68UA53392	Hartford, CT
	6	2008	Ford	Ranger-126-BLU	IFTYR15E28PA57502	Hartford, CT
	7	2008	Ford	F-350 Pickup	IFTWF31R28EC70790	Hartford, CT
	8	2009	Ford	Ranger-126-BLK	IFTYR15E29PA26218	Hartford, CT
	9	2010	Ford	Ranger-126-SIL	IFTLR4FE9APA06451	Hartford, CT
	10	2010	Ford	Escape-Grey	IFMCU9C73AKB40429	Hartford, CT
	11	2010	Ford	Escape-Tan	IFMCU9C7XAKB40430	Hartford, CT
	12	2011	Ford	Escape	IFMCU9C74BKB36181	Hartford, CT
	13	2012	Ford	Super Duty F-350	IFDRF3HT4CEB80009	Hartford, CT

Terms, Conditions & Exclusions including but not limited to:	Form #	Edition
Business Auto Coverage Form	CA 00 01	10 13
Applicable State Endorsements		
Broad Form Named Insured – 50% or More Common Ownership	AC 84 13	01 11
Common Policy Conditions	IL 00 17	11 98
Notice of Cancellation – 90 Days Except 10 Days for Non-Payment Premium	AM 20 01	06 10
Auto Medical Payments Coverage	CA 99 03	10 13
Rental Reimbursement Coverage	CA 99 23	10 13

Driver Other Car Coverage - All Executive Officers	CA 10 10	10 13
Pollution Liability – Broadened Coverage for Covered Autos	CA 99 48	10 13
Hired Autos Specified as Coverage Autos You Own	CA 99 16	10 13
Employees as Insureds	CA 99 33	10 13
Notice of Accident	AC 84 14	01 11
Knowledge of Accident	AC 84 15	01 11
Unintentional Errors or Omissions	AC 84 16	01 11
Composite Endorsement – Number of Power Units	AC 99 08	08 12
Waiver of Transfer of Rights of Recovery Against Others to Us – Blanket per Written Contract Executed Prior to a Loss	CA 04 44	10 13
Designated Insured – Blanket Additional Insured per Written contract Executed Prior to a Loss	CA 20 48	10 13
Employee Hired Autos	CA 20 54	10 13
Connecticut Transporter Plate Coverage – Plate #4797	CA 20 22	10 13
Fellow Employee Coverage	CA 20 55	10 13
Nuclear Energy Liability Exclusion	IL 00 21	09 08
Exclusion of Terrorism	CA 23 84	10 13
State Application of Terrorism Exclusion	AC 84 27	08 15
Exclusion of Terrorism Above Statutory Limits – State Specific		
Terms, Conditions & Exclusions per policy forms		
Subject to Audit		

Auto Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	Liberty Mutual Ins Co	Liberty Mutual Ins Co	
A.M. Best Rating:	A XV	A XV	
Exposure	15 Power Units	13 Power Units	
Rate per Unit	\$1,713	\$1,887	10%
NET Premium	\$25,691	\$24,531	

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Term: July 1, 2018 – July 1, 2019

FEIN #: 06-0901365

Employers Bodily Injury by Accident – Each Accident \$1,000,000
Liability Limits: Bodily Injury by Disease – Policy Limit \$1,000,000
 Bodily Injury by Disease – Each Employee \$1,000,000

States: Connecticut

Experience Mod: .76

Workers Compensation Exposure:		2017 - 2018		2018 - 2019	
Class Code	Description	# Employees	Estimated Payroll	# Employees	Estimated Payroll
7590	Garbage Works	8	\$406,610	9	\$470,357
7590	Garbage Works Supervisor	1	\$89,873	1	\$93,473
9410	Municipal, State Employee NOC	1	\$140,691	1	\$146,375
8810	Clerical Employees NOC	23	\$2,454,061	22	\$2,514,628
		33	\$3,091,235	33	\$3,224,833

Terms and Conditions including, but not limited to:

	Form #
Workers' Compensation & Employer's Liability form	WC 00 01 06 A
Longshore and Harbor Workers' Compensation Act Coverage: "If Any"	WC 00 03 03 C
Voluntary Compensation & Employers Liability Coverage	WC 00 03 11 A
Waiver of Rights to Recovery from Others "Where Required by Written Contract"	WC 00 03 13
Premium Discount Endorsement	WC 00 04 06
Notification of Change in Ownership	WC 00 04 14
Catastrophe (Other than Certified Acts of Terrorism)	WC 00 04 21 D
TRIA Disclosure	WC 00 04 22 B
Participating Provision	WC 99 20 54
Knowledge and Notice of Occurrence	WM 90 01 06 10
Unintentional Errors & Omissions	WM 90 02 06 10
90 Days' Notice of Cancellation except 10 Days for Non-Payment of Premium	WM 90 06 12 09
State Coverage endorsements (If Any)	
Subject to Audit	

Workers' Compensation Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	Liberty Mutual Ins Co	Liberty Mutual Ins Co	
A.M. Best Rating:	A XV	A XV	
Limit:	\$3,091,205	\$3,224,833	4%
Average Rate per \$100	\$1.46	\$1.46	0%
NET Premium	\$45,176	\$46,992	
State Tax/Assessments	\$2,115	\$2,103	
Total Premium:	\$47,291	\$49,095	\$1,804
Commission to Beecher	0% (5% Netted Out)	0% (5% Netted Out)	

UMBRELLA LIABILITY \$10M

Term: July 1, 2018 – July 1, 2019

Limits of Liability:

Per Occurrence	\$10,000,000
General Aggregate	\$10,000,000
Products/Completed Operations	\$10,000,000
Aggregate	
Self-Insured Retention	\$10,000

Schedule of Underlying:

Coverage	Limits
General Liability	\$1,000,000 / \$2,000,000
Employee Benefits Liability E&O	\$1,000,000
Employers Liability	\$1,000,000
Automobile Liability	\$1,000,000

Terms, Conditions & Exclusions including but not limited to:	Form #	Edition
Commercial Liability Umbrella Coverage Form	LCU 00 01	11 10
State Endorsements (If Any)		
Non-Cumulation of Liability (Same Occurrence)	LCU 25 09	11 10
Crisis Management Coverage	LCU 04 11	01 12
CT Changes – Cancellation and Non-Renewal	LCU 02 03	11 10
Foreign Liability Limitation	LCU 24 09	11 10
Additional Insured Limitation	LCU 20 01	10 13
Personal & Advertising Injury Exclusion – Amendment	LCU 21 73	10 13
Liquor Liability Exclusion – Amendment	LCU 21 74	10 13
Newly Acquired & Formed Organizations Amendment	LCU 99 07	01 14
90 Days' Notice of Cancellation Except 10 Days for Non-Payment	LCU 02 01	06 07
Employee Benefits Coverage Limitation	LCU 04 04	11 10
Knowledge of Occurrence	LCU 99 08	08 14
Waiver of Rights of Recovery Against Others to Us per Written Contract Executed Prior to a Loss	LCU 24 07	11 10
Bodily Injury to Co-Employee Coverage	LCU 04 09	11 10
Professional Health Care Services By Employee or Volunteer	LCU 04 07	11 14
Workers' Comp Coverage		
Cap on Certified Act of Terrorism (If TRIA Purchased)	CU 21 36 08	01 08
Commercial Liability Umbrella Coverage Form	LCU 00 01	11 10
Silica Exclusion	LCU 21 18	11 10
Asbestos Exclusion	LCU 21 78	10 13
Unlawful Discrimination Exclusion	LCU 21 79	01 14
Radioactive Matter Exclusion	LCU 21 79	01 14
Access or Disclosure of Confidential Information or Personal Information and Data-Related Liability Exclusion – with limited bodily injury exception	LCU 21 85	12 14
Designated Professional Services Exclusion	LCU 21 24	10 13
Electromagnetic Fields & Electromagnetic Radiation Exclusion	LCU 21 42	06 07
Failure to Supply Exclusion	LCU 21 02	10 13
Lead Exclusion	LC 21 06	06 07
MBTE Exclusion	LC 21 65	08 07
Polychlorinated Biphenyls (PCBs) Exclusion	LC 21 65	08 07
Total Pollution Exclusion	LCU 26 01	11 10

Underlying Limit with Sublimit Exclusion	LCU 21 53	11 10
Auto Exclusion of Terrorism Coverage	CU 21 56	06 06
Exclusion of Certified Acts of Terrorism (Unless TRIA Purchased)		
State Specific Terrorism Exclusion Related to Certified Acts of Terrorism		

10MM Umbrella Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	Liberty Mutual Ins Co	Liberty Mutual Ins Co	
A.M. Best Rating:	A XV	A XV	
Limit:	\$10,000,000	\$10,000,000	
Cost per \$1MM	\$3,051	\$3,086	1%
NET Premium	\$30,507	\$30,855	
NET TRIA (optional)	Rejected	\$617	
Commission to Beecher	0% (15% Netted Out)	0% (15% Netted Out)	

EXCESS LIABILITY \$15M XS \$10M

Term: July 1, 2018 – July 1, 2019

Limits of Liability:

Per Occurrence	\$15,000,000 xs \$10,000,000
General Aggregate	\$15,000,000 xs \$10,000,000
Products/Completed Operations Aggregate	\$15,000,000 xs \$10,000,000

Schedule of Underlying:

Coverage	Limits
Umbrella Liability	\$10,000,000/\$10,000,000

Terms, Conditions & Exclusions including but not limited to:	Form #	Edition
Excess Liability Coverage form	EXL 02 03	08 13
Service of Suit	EXL 13 02	05 12
Cap on Certified Acts of Terrorism (if TRIA Purchased)	EXL 12 02	01 08
Contractors Limitation	EXL 61 22	02 14
Absolute Asbestos Exclusion	EXL 6001	08 13
Nuclear Energy Exclusion	EXL 6066	08 13
Absolute Pollution Exclusion	EXL 6002	08 13
Exclusion – Violation of Information Statutes	EXL 0516	11 12
War Liability Exclusion	EXL 0562	06 06
Care, Custody & Control Exclusion	EXL 0506	06 06
Crisis Response Management Exclusion	EXL 0524	06 06
Exclusion of Other Acts of Terrorism Committed Outside of the U.S.		
Cap on Certified Acts of Terrorism (if TRIA Purchased)	EXL 12 02	01 08
Failure to Supply Exclusion	EXL 0530	06 06
Uninsured/Underinsured Motorist Exclusion	EXL 0537	12 06

\$10M Excess Liability Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	RSUI (Admitted)	RSUI (Admitted)	
A.M. Best Rating:	A+ XIII	A+ XIII	
Limit	\$15,000,000 xs \$10,000,000	\$15,000,000 xs \$10,000,000	
Cost per \$1MM	\$1,350	\$1,350	0%
NET Premium	\$20,250	\$20,250	
NET TRIA (optional)	Rejected	\$405	
Commission to Beecher	0% (10% Netted Out)	0% (10% Netted Out)	

PUBLIC OFFICIALS LIABILITY

Term:

July 1, 2018 – July 1 2019

Public Officials Errors & Omissions	Limit of Liability
Each Claim	\$10,000,000
Annual Aggregate Limit	\$10,000,000
Employment Practices Liability	
Each Claim	\$10,000,000
Annual Aggregate Limit	\$10,000,000
Crisis Management	\$25,000
Wage & Hour	\$50,000
Non-Monetary Defense Costs	\$50,000 per Claim/\$100,000 Aggregate
FLSA for D&O/EPL	\$50,000 for defense
Eminent Domain Claims	\$50,000 (new – was excluded from expiring)

Terms, Conditions & Exclusions including, but not limited to:

DRWN POL 1005 Public Officials Liability and EPL Insurance policy declarations
 SAA-100 Schedule of Policy Forms
 DRWN POL 1000 Public Officials and EPL Insurance Policy
 PGU Defense paid within the limit of liability
 S1006 DSI Service of Suit
 Pre-Approved Counsel – Halloran & Sage (\$240/\$200/\$90)
 PGU Minimum earned premium (25%)
 Amend Settlement cap clause to 30% coinsurance
 Sub-limit for Wage and Hour defense costs (\$50,000)
 1, 2 and 3 years at 70%, 100% and 150% of the annual premium
 Increase non-monetary claims sub-limit from \$50K/\$100K to \$500K/\$1M for 10% additional premium
 Entity Exclusions – NONE
 Severability of the Exclusions – No act, error or omission of any insured will be imputed to any other Insured to determine coverage for any exclusion
 Severability of the Application – No imputation of knowledge between Insured Persons. Knowledge of an elected or appointed official, or the highest ranking member of the board will be imputed to the corporation entity to determine coverage
 Failure to Maintain Insurance Exclusion

Public Officials Premium Summary:

Carrier:	17-18 Renewal		18-19 Renewal		Change
Writing Company:	Allied World	RSUI	Allied World	RSUI	
A.M. Best Rating:	A XV, Non-Admitted	A XV, Admitted	A XV, Non-Admitted	A XV, Non-Admitted	
Limit	\$10,000,000		\$10,000,000		
NET Premium	\$53,867	\$29,212	\$53,867	\$29,212	
Surplus Lines Tax	\$2,154.68	\$0	\$2,154.68	\$0	
E&S Fee	\$745	\$250	\$745	\$250	
Total Cost		\$86,228.68		\$86,228.68	\$0%
Commission to Beecher		0%		0%	

FIDUCIARY LIABILITY

Term:	July 1, 2018 – July 1, 2019	
Coverage:	Designated Benefit Plan Fiduciary Liability	
Limits of Liability:	Policy Aggregate	\$3,000,000
	Additional Defense	\$1,000,000
Retention:	Per Claim Limit	\$0
Sublimits:	Settlement Program Limit	\$100,000 for Each Settlement
	HIPAA Limit	\$1,500,000
	502c Penalties	\$ 200,000
Continuity Date:	04/01/1996	
Extended Reporting Period:	Additional Premium 75% for 12 Months	

Terms, Conditions & Exclusions including, but not limited to:	Form #	Edition
Designated Benefit Plan Fiduciary Liability Form	DBP-16001	11 12
Cap on Certified Acts of Terrorism	AFE-19004	01 15
Federal Terrorism Risk Act Disclosure	AFE-19008	01 15
Connecticut Changes	DBP-17006	01 15
Waiver of Resource	DBP-19001	01 12
Governmental Plan	DBP-19002	01 12
Add Governmental Plan Sponsor as an Insured – Coverage for Defense Expense	DBP-19005	01 12
Addition of Specific Benefit Plan	DBP-19025	01 12
Settlement Condition: Defense 20%	DBP-19031	01 12
Global Coverage Compliance	DBP-19083	03 15
Claims Defense – Duty to Defend	Included	

Fiduciary Liability Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	Travelers Casualty & Surety Co. of America	Travelers Casualty & Surety Co. of America	
A.M. Best Rating:	A++ XV, Admitted	A++ XV, Admitted	
NET Premium	\$4,310	\$4,310	0%
Commission to Beecher	0%	0%	

COMMERCIAL CRIME

Term: July 1, 2018 – July 1, 2019

Employee Theft:	Coverage A
	Employee Theft – Single Limit \$3,000,000
	Retention \$100,000
	ERISA Fidelity Not Covered
	Employee Theft of Client Not Covered
	Property
Forgery or Alteration:	Coverage B
	Single Loss Limit \$3,000,000
	Retention \$100,000
On Premises Liability:	Coverage C
	Single Loss Limit \$100,000
	Retention \$10,000
In Transit:	Coverage D
	Single Loss Limit \$10,000
	Retention \$500
Money Orders & Counterfeit:	Coverage E
	Single Loss Limit \$10,000
	Retention \$500
Computer:	Coverage F
	Computer Crime - Single Loss \$3,000,000
	Limit
	Retention \$10,000
	Computer Program/Data \$100,000
	Restoration
	Retention \$100,000
Funds Transfer Fraud:	Coverage G
	Single Loss Limit \$3,000,000
	Retention \$100,000
Personal Accounts Protection:	Coverage H
	Forgery & Alteration – Single \$100,000
	Loss Limit
	Retention \$10,000
	Identity Fraud Expense \$25,000
	Reimbursement
	Retention \$0
Claims Expense:	Coverage I
	Claims Expense \$100,000
	Retention \$0

	Form #	Edition	Date
Commercial Crime Form	CRI-2001	01	09
Removal of Short-Rate Cancellation	ACF-7006	05	11
Global Coverage Compliance – Adding Financial Coverage and Sanctions Condition Compliance Endorsements	CRI-19072	03	15
Replace Insuring Agreement A.2. ERISA Fidelity Endorsement	CRI-19076	01	16
Social Engineering Fraud Exclusion	CRI-19086	05	16
Connecticut Cancellation	CRI-5007	06	13
Governmental Entity Crime Endorsement	CRI-7125	01	09
Governmental Entity Crime Endorsement	CRI-7126	01	09

Commercial Crime Premium Summary:

Carrier:	2017 - 2018 Expiring	2018 - 2019 Renewal	Change
Writing Company:	Travelers Casualty & Surety Co. of America	Travelers Casualty & Surety Co. of America	
A.M. Best Rating:	A++ XV, Admitted	A++ XV, Admitted	
NET Premium	\$3,100	\$3,100	0%
Commission to Beecher	0%	0%	

2018 – 2019 CASUALTY & EXECUTIVE LIABILITY RENEWAL COMPARISON

Line of Business	Insurance Carriers	2017 - 2018 Renewal Cost	2018 - 2019 Renewal Cost	Difference
General Liability	Liberty Mutual	\$67,000	\$65,280	-3%
Auto	Liberty Mutual	\$25,691	\$24,531	-5%
Workers' Comp	Liberty Mutual	\$47,291	\$49,095	4%
Umbrella \$10M	Liberty Mutual	\$30,506.50	\$30,855.00	1%
Excess \$15M xs \$10M	RSUI	\$20,250	\$20,250	0%
Public Officials	Allied World/RSUI	\$86,228.68	\$86,228.68	0%
Fiduciary Liability	Travelers	\$4,310	\$4,310	0%
Commercial Crime	Travelers	\$3,100	\$3,100	0%
Total Cost Insurance		\$284,377.18	\$283,649.43	(\$727.75)

DISCLAIMER/CONFIDENTIALITY STATEMENTS

Confidentiality Statement

We consider as confidential any information presented by Beecher Carlson in this and subsequent verbal and written communications between our organizations. Our entire work product is protected by our Confidentiality Agreement.

Important Disclosures

The proposal is an outline of the coverages proposed by the insurers, based on the information provided by your company, and does not constitute a policy/contract. It does not include all the terms, coverages, exclusions, limitations, or conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

This proposal of coverage is intended to facilitate your understanding of the insurance program we have arranged on your behalf. It is not intended to replace or supersede your insurance policies. In the event of any differences, the policies will prevail.

Higher liability limits may be available. Quotes for higher limits will be offered upon request.

This proposal of coverage is intended to facilitate your understanding of the insurance program we have arranged on your behalf. It is not intended to replace or supersede your insurance policies.

Client ultimately chooses policy limits.

Compensation

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

TAB 4

**BOARD RESOLUTION REGARDING FY 2019
PROJECTED LEGAL EXPENDITURES**

WHEREAS, MIRA has negotiated three-year Legal Services Agreements with various law firms for the provision of legal services beginning July 1, 2017; and

WHEREAS, MIRA now seeks Board authorization for projected legal expenditures pursuant to said Agreements during Fiscal Year 2019; and

WHEREAS, The Board of Directors has approved Fiscal Year 2019 budgeted legal expenditures in the Authority Budget operating account, the CSWS operating account, the Property Division operating account, and the Landfill Division operating account; and

WHEREAS, MIRA has not previously established a budget, nor identified a funding source, for legal fees and expenses which may be incurred in connection with the redevelopment of the Connecticut Solid Waste System, and now finds funding necessary; and

WHEREAS, MIRA wishes to engage its General Counsel, Halloran & Sage, to provide legal services, including assistance with drafting and negotiation of term sheets and comprehensive development agreements with DEEP's selected developer, Sacyr Rooney Recovery Team, LLC, and to identify moneys available in MIRA's Landfill Division as the source of funds for payment for such services; and

WHEREAS, Funding is requested at this time from Mid-Connecticut Project reserves not approved through the budget process;

NOW THEREFORE, it is

RESOLVED: That the following amounts be authorized for projected legal fees to be incurred during FY '19:

<u>Firm:</u>	<u>Amount:</u>
Cohn Birnbaum & Shea	20,000
Day Pitney	15,000
Halloran & Sage	300,000
Kainen, Escalera & McHale	25,000

Further RESOLVED: That the President be authorized to expend up to \$20,000 from the Mid-Connecticut Post Project Closure Reserve for payment of legal fees incurred in fiscal year 2019 in connection with continuing Mid-Connecticut Project obligations; and

Further RESOLVED: That a budget of \$250,000 be established for payment of FY 19 legal fees and expenses incurred in connection with the DEEP initiative known as Resource Rediscovery; that \$250,000 from the Landfill Division be available as the funding source for such budget; and that the President be authorized to expend up to that budgeted amount for payment of such legal costs; and

Further RESOLVED: That Management shall report the legal expenditures monthly on an accrual basis reconciled to the Authority's general ledger.

Materials Innovation and Recycling Authority

AUTHORIZATION TO PAY FY 2019 PROJECTED LEGAL EXPENDITURES

June 22, 2018

Executive Summary

This is to request Board authorization of the payment of FY 2019 projected legal expenditures for the firms, from the sources, and up to the amounts set forth in the attached resolution.

Discussion

The funds requested to be authorized are included in the FY 19 Board-approved legal budgets or in Mid-Connecticut Project reserves, with the exception of funds for the matter known as Resource Rediscovery. When budgets were established last winter, no funds were included for legal fees related to that matter. The Board requested that MIRA identify a source of such funds and seek board approval for its use when necessary.

We are now negotiating terms for the redevelopment of CSWS with DEEP's selected contractor, Sacyr Rooney Recovery Team, LLC. We anticipate incurring significant legal costs in connection therewith during FY 19, and recommend that funds available in the Landfill Division be used to pay such costs.

Please note that this initial request for authorization may not include all of the funds designated for legal expenses in FY19 budgets; some funds are reserved for matters anticipated to arise later during FY19 and/or for which the choice of appropriate counsel has not yet been determined.

TAB 5

**RESOLUTION REGARDING ON-CALL MUNICIPAL SOLID
WASTE DIVERSION TRANSPORTATION WORK**

RESOLVED: That the President is hereby authorized to enter into an agreement with the following firm for On-Call Municipal Solid Waste Diversion Transportation Work, substantially as discussed and presented at this meeting:

- CWPM, LLC

CONTRACT SUMMARY

For Contract Entitled

AGREEMENT FOR ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION WORK

Presented to the MIRA Board:	June 21, 2018
Vendor/Contractor(s):	CWPM, LLC. (hereafter "CWPM")
Effective Date:	July 1, 2018
Term:	Three years (from July 1, 2018 through June 30, 2021)
Term Extensions:	NA
Contract Type/Subject matter:	This Agreement establishes terms and rates to transport, on an on-call basis, Municipal Solid Waste (hereafter "MSW") diverted from the CSWS for disposal at an alternate facility. Such alternate facility will be determined by MIRA on a spot waste basis at the time that waste must be diverted from one or more of the CSWS facilities.
Facility(ies)/Project(s) Affected:	CSWS WPF and the Essex, Torrington and Watertown Transfer Stations
Original Contract:	N/A
Contract Dollar Value:	Total contract value will depend on the need to divert MSW from the CSWS during the term, including the number of tons diverted, and the facility to which the MSW is diverted.
Amendment(s):	N/A
Scope of Services:	Provide, on an on-call basis, transportation services for municipal solid waste to be diverted from the CSWS.
Proposal Security:	None

ON-CALL MUNICIPAL SOLID WASTE DIVERSION TRANSPORTATION WORK

June 21, 2018

Executive Summary

This is to request approval of the MIRA Board of Directors for the President to enter into an agreement with CWPM, LLC to provide on-call municipal solid waste (“MSW”) diversion transportation work.

The Term of the agreement is from July 1, 2018 through June 30, 2021. This recommendation is based on the results of a competitive procurement process.

Discussion

In normal operating conditions, MSW from the three CSWS transfer stations (Essex, Torrington and Watertown) is shipped to the CSWS Waste Processing Facility (“WPF”), along with additional MSW which is delivered directly to the WPF. At the WPF, this MSW is typically processed and converted into refuse derived fuel. However, on occasion MIRA finds it necessary to divert MSW from one or more of its facilities to an alternate disposal facility which agrees to take MSW from MIRA on a spot waste basis.

Through the competitive process, MIRA requested proposals from qualified MSW haulers interested in providing on-call MSW transportation services from the MIRA facilities to one of 24 alternate disposal facilities identified in the RFP which MIRA identified as potentially being able to accept this material, or to another alternate MSW disposal facility identified by a proposer.

When MIRA needs to divert MSW, MIRA will contact several alternate disposal facilities to obtain each facility’s then-current spot-waste disposal price. MIRA will match those spot waste disposal prices with the fixed-fee transportation prices from the firm(s) with whom MIRA executes an Agreement For On-Call Municipal Solid Waste Diversion Transportation Work to determine the combination that results in lowest total cost to MIRA.

RFP Process

MIRA issued a Request for Proposals (RFP) for On-Call Municipal Solid Waste Diversion Transportation (And Disposal) Work (RFP 18-OE-004) on Monday, April 2, 2018.

The Request for Proposals was posted on the “Business Opportunities” page of the MIRA website. Availability of the RFP was also:

- Posted to the State Contracting Portal at the Connecticut Department of Administrative Services (“DAS”) website in accordance with MIRA’s Procurement Policy.
- An e-mail notice regarding the availability of the RFP was sent to MIRA’s current hauler customers
- An e-mail notice regarding the availability of the RFP was sent to firms who submitted proposals or notices of interest in response to one of the following MIRA proposals/bids: Waste Transportation and Transfer Station O&M Service; Transportation And/Or Disposal Of Ash Residue From CSWS RRF; and On-call Municipal Solid Waste Diversion Transportation And Disposal Work.
- In addition a notice regarding the availability of the RFP was sent to the owners of the alternate disposal facilities identified in the RFP, who were asked to share the availability of the RFP with anyone hauling into their facility who might be interested in the opportunity.

RFP Results

MIRA received proposals from only one proposer, CWPM, LLC (hereafter in this memo “CWPM”). CWPM proposed that they could provide up to 20 trucks and trailers to transport diverted MSW to up to 8 of the MIRA-identified alternate disposal facilities at the per-ton transportation rates as shown in Table 1.

Table 1: Per ton transportation to alternate disposal facility		<i>From MIRA Source Facility</i>			
		CSWS RRF Hartford CT	Essex TS Essex CT	Torrington TS Torrington CT	Watertown TS Watertown CT
<i>To Alternate Disposal Facility</i>	Bridgeport RRF Bridgeport, CT	\$	\$	\$ 24	\$ 22
	Bristol RRF Bristol, CT	\$ 28	\$ 22	\$ 18	\$ 17
	Dutchess County RRF Poughkeepsie, NY	\$	\$	\$ 38	\$ 34
	Lisbon RRF Lisbon, CT	\$ 25	\$ 20	\$	\$
	Millbury RRF Millbury, MA	\$	\$ 38	\$	\$
	Pioneer Valley RRF Agawam, MA	\$ 20	\$ 32	\$ 34	\$ 32
	Preston RRF Preston, CT	\$	\$ 20	\$	\$
	Westchester RRF Peekskill, NY	\$	\$	\$ 38	\$ 34

MIRA did not receive firm per-ton proposals to transport diverted MSW to any of the following MIRA-identified alternate disposal facilities: Alliance Landfill (Taylor, PA);

Broome County Landfill (Binghamton, NY); Chemung Landfill (Elmira, NY); Colonie Landfill (Cohoes, NY); DANC Landfill (Watertown, NY); Finch Landfill (Gansevoort, NY); Fitchburg Landfill; (Westminster, MA); Grand Central Landfill (Pen Argyl, NY); Haverhill RRF (Haverhill, MA); Hyland Landfill (Angelica, NY); Mount Carberry Landfill (Berlin, NH); NCES Landfill (Bethlehem, NH); Ontario County Landfill (Stanley, NY); SEMASS RRF (Rochester, MA); Seneca Meadows Landfill (Waterloo, NY); Turnkey Landfill (Rochester, NH). However, CWPM did provide an hourly rate for routes which could be completed in a single shift. That hourly rate can be used to determine a price to transport diverted MSW to those or other identified alternate disposal facilities.

CWPM also provided a price to transport diverted MSW from the MIRA facilities to a contractor-designated alternate disposal facility; their transfer facility in Berlin. MIRA already has an agreement with CWPM for the disposal of MSW diverted to this facility for the per-ton transportation price shown in Table 2 below.

Table 2: Per ton transportation to contractor-designated alternate disposal facility	<i>From MIRA Source Facility</i>			
	CSWS RRF Hartford CT	Essex TS Essex CT	Torrington TS Torrington CT	Watertown TS Watertown CT
CWPM 415 Christian Lane, Berlin CT	\$ 16	\$ 15	\$ 22	\$ 15

Financial Summary

The Agreement makes no representation that the Contractor will actually be called on to provide any of the MSW diversion work and; therefore, the Agreement does not specify any compensation to any of the contractors.

TAB 6

Will be provided under separate cover